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Policies indisputable and unconditional.

## SPECIMEN BONUSES.

Actual additions made to Policies of £1,000 effected under Tables I. and II.

Age at Entry.	NUMBER OF PREMIUMS PAID.				
	Five.	Ten.	Twenty.	Thirty.	Forty.
20	£ 103 0	£ 191 10	£ 431 0	£ 736 0	£ 1,092 0
30	112 0	211 0	464 10	*819 0	1,167 0
40	124 0	232 0	535 10	*939 10	1,343 10
50	147 0	276 10	*626 10	*1,126 0	.....
60	197 10	372 0	*836 10	.....	.....

EXAMPLE.—A Policy for £1,000, effected 30 years ago by a person then aged 30, would have increased to £1,819, or by more than 80 per cent.

In the cases marked \* the Bonuses, if surrendered, would be more than sufficient to extinguish all future premiums, and the Policy-holders would still be entitled to share in future profits.

## THE WEEKLY REPORTER.

The WEEKLY REPORTER contains full reports of the facts, arguments, and judgments in all the important cases decided in the House of Lords, the Privy Council, the Court of Appeal, each of the Divisions of the High Court, and the Court of Bankruptcy. Every effort is made to publish the reports as speedily after the decision of a case as possible. Subscribers to the WEEKLY REPORTER receive a copy of the Annual Digest of all the reported cases of the year, and a copy of all the important statutes of the year.

Vol. 33 of the SOLICITORS' JOURNAL, and Vol. 37 of the WEEKLY REPORTER, commenced November 3rd, 1888.

OFFICE: 27, CHANCERY LANE, W.C.

## Cases Reported this Week.

(Before the Vacation Judge.)

Ashby v. Samuel Fry & Co. (Lim.)	725
Barrett & Stern (Lim.) v. Day	725
Lake City Mining Co. (Lim.), Re	725
Lock, Re, Limington v. Smyth	725

## VOL. XXXIII., No. 47.

## The Solicitors' Journal and Reporter.

LONDON, SEPTEMBER 21, 1889.

## CURRENT TOPICS.

MR. JUSTICE DENMAN commenced his labours as Vacation Judge on Tuesday last, when he sat in the chambers of the Queen's Bench Division. On Wednesday, after hearing applications in the chambers of the Chancery Division, he sat in court, but in consequence of there being several contested cases of importance, he was compelled, after sitting until past five o'clock, to adjourn several cases to Friday, the 20th inst.

IT WILL BE REMEMBERED that the now repealed section 18 of the first Customs and Inland Revenue Act of the last session provided that "every instrument containing a contract, whether executed or executory, for the sale or purchase of any property, save such as passes by delivery, or must be conveyed by deed, shall, so far as relates to stamp duty thereon, be deemed to be a conveyance on sale of such property." We maintained that the words we have italicized were intended to cover, and did cover, contracts for the sale or purchase of equitable interests in land, and on June 8th we drew attention to the serious consequences of the provision, as it then stood, in this respect. We believe that our view was not generally adopted, and an eminent conveyancer wrote to us, a fortnight after our article appeared, suggesting an ingenious interpretation of the section whereby this construction might be avoided. A reference to the second Customs and Inland Revenue Act of the last session (52 & 53 Vict. c. 42)

will shew that we were right in our contention. Section 15 of that Act, while repealing section 18 of the previous Act, expressly provides that "any contract or agreement . . . for the sale of any equitable estate or interest in any property, or for the sale of any estate or interest in any property except lands, tenements, hereditaments, . . . shall be charged with the same *ad valorem* duty, to be paid by the purchaser, as if it were an actual conveyance on sale of the estate, interest, or property, agreed or contracted to be sold." It will be seen, therefore, that the provision is now expressly made applicable to the sale of an equitable interest in any property, including land, and that on such sale the contract must be stamped with *ad valorem* duty. It is, however, now provided by sub-section (4) that where the contract is stamped with 10s. or 6d., as the case may require, it is to be regarded as duly stamped "for the mere purpose of proceedings to enforce specific performance, or recover damages for the breach thereof," and, by sub-section 5, that where a contract is so stamped, and a conveyance in conformity with the contract is presented for stamping with the *ad valorem* duty within six months after execution of the contract, the conveyance may be stamped with the *ad valorem* duty, and the contract is to be deemed duly stamped. These provisions appear to meet the greater part of the difficulties to which we drew attention.

AN UNPLEASANT FUNCTION of churchwardens has been brought into prominence by the observations of the coroner at an inquest held a few days ago at Totnes. According to the coroner, in parishes where there is no mortuary, the churchwarden is bound to afford mortuary accommodation at his house; and after the publicity which has been given to this doctrine, persons who have the misfortune to fill the office of churchwardens of parishes where there is no mortuary may anticipate the arrival with their morning milk and letters of a dead body or two for deposit on their premises. The remarks of the coroner were probably founded on the suggestion in Jervis on Coroners (5th ed., p. 95) that "a difficulty is sometimes experienced in finding a place to deposit the body for examination, innkeepers not being bound to receive a dead body. It seems to be the common law duty of the parish officers to provide some place, and, therefore, it is suggested that, if no other convenient place can be found, the body may be left at the house of the churchwarden of the parish." It is curious that no provision should have been made as to this matter by the Coroners Act, 1887. Section 24 provides that "where a place has been provided by a sanitary authority or nuisance authority for the reception of dead bodies during the time required to conduct a *post mortem* examination, the coroner may order the removal of a dead body to and from such place for carrying out such examination," but there is no enactment relating to a place destitute of a mortuary. In Ireland it has been provided, since 1846, that a coroner may order a dead body to be deposited in the nearest public-house until an inquest can be taken thereon, and power is given to the coroner to fine any innkeeper who refuses to permit such deposit (9 & 10 Vict. c. 37, s. 36). There seems to be no reason why this provision should not be extended to England.

AN ESTIMED CORRESPONDENT is not unreasonably puzzled by the provision of section 32 of the Weights and Measures Act, 1889, that "Nothing in the enactments referred to in the fourth schedule to this Act shall render any baker or seller of bread, or the journeyman, servant, or other person employed by such baker or seller of bread, liable to any forfeiture or penalty for refusing to weigh, in the presence of the purchaser, any bread conveyed or carried out in any cart or other carriage, unless he is requested so to do by or on behalf of the purchaser." How, he asks, can there be a refusal if there is no request? Not in ordinary parlance, we reply, but our correspondent's experience must have taught him that, in addition to the English, Welsh, Gaelic, and other languages and numerous dialects in use in various parts of these islands, there is a dialect known as the Parliamentary Draftsman's English, which is frequently incomprehensible to non-experts. The reason for the provision appears to be that 6 & 7 Will. 4, c. 37 (one of the Acts referred to in the fourth schedule) provides (section 7) that, in case a baker or seller of bread delivering by cart, "or his journeyman, servant, or other person," "shall

at any time refuse to weigh any bread purchased of him, her, or them in the presence of the person or persons purchasing or receiving the same," he shall be liable to a penalty not exceeding £5. It was apparently desired to make it clear that the baker would not incur this penalty unless he was requested by the purchaser to weigh the bread. But, instead of providing that the baker shall not be bound to weigh unless requested to do so, or shall not incur the penalty unless requested to weigh, the parliamentary draftsman has preferred to provide that he shall not be liable for refusing to weigh unless he is requested to weigh.

A QUESTION arose in *Churcher v. Martin* (37 W. R. 682) whether a defect in a deed, owing to non-compliance with the formalities of the Mortmain Act, could be cured by the Statutes of Limitation. In 1868 the predecessor in title of the plaintiff conveyed freehold and leasehold property to the defendant and others upon trust to create a certain charity. The deed was not enrolled under the Mortmain Act, and the grantor died in the same year. No notice was taken, however, of the defect in the title, and the trustees entered and applied the profits of the land to the purposes of the charity up to the date of the issue of the writ in the action, the 14th of May, 1888. To get over the effect of this long possession, and of the prescriptive title which had thereby grown up in the trustees, it was argued that, upon the failure of the deed, they became trustees for the grantor, and that, consequently, as against him, time would not run. The case most in point is that of *Lister v. Pickford* (13 W. R. 817), where trustees were in possession of land and paid the rents by mistake to the wrong person for more than twenty years, but this was held to be no bar to the claim of the true *cestui que trust*. There, however, his title was founded upon an express trust, and of course the case depends on section 25 of the Statute of Limitation of 1833, which provides that where land is vested in a trustee on an express trust, the *cestui que trust* is not barred by time from bringing an action against him or any person deriving title under him. What may be an express trust has been a matter of much discussion, but though it has not been confined to a trust declared in writing, it is clear that it cannot be extended to include a mere resulting trust, and this was laid down by FRY, J., in *Sands to Thompson* (22 Ch. D. 614). In the case in question the trust imposed on the trustees in favour of the grantor, supposing any such existed, could at most be a resulting trust, and there would, therefore, be nothing in section 25 to prevent time under the statute from running against him. But even this supposition seems too favourable to the plaintiff. As the deed purporting to convey the land to the trustees was altogether void, their possession could not be referred to it at all. It was, consequently, from the first purely adverse to the grantor, in favour of whom no trust of any kind existed. The only real question that could have arisen after the lapse of so long a time was as to the valid establishment of the charity, but upon this there was no dispute.

THE ATTENTION of the class of persons who devote their efforts to obtaining money by false pretences appears to have been recently drawn to the sphere for the exercise of their art afforded by solicitors. The bogus salvage case has been followed by a trial at the County of London Sessions on Wednesday last, from which it appeared that a so-called builder, by means of a series of frauds, nearly identical in their scheme, had succeeded in victimizing no fewer than 125 solicitors. The judge seems to have thought that the solicitors were credulous; but it might have been well if he had asked himself whether, supposing he had been a busy solicitor, and a person had brought him a reference to a client or person known to him, and had handed to him a bundle apparently containing claims against well-known firms, he might not have been led into the trap. The real reliance of these scoundrels is upon the reluctance of the solicitors who have been defrauded to prosecute, or otherwise make known their loss. In the salvage case a correspondent who had been defrauded warned the profession in this journal of the trick, and in all probability thereby put an end to it. If every solicitor who is defrauded in this way would send a similar warning for the benefit of his brethren, the

operations of the rogues would be speedily stopped; and if every solicitor would act on the rule of never making an advance to any one not known to him, there would be no need for any warning.

THE FOLLOWING paragraph recently appeared in a provincial newspaper concerning a learned metropolitan county court judge:—"It is rumoured that the Brentford County Court is about to lose the services of Judge STONOR, and that that able administrator of the law is about to transfer his extensive legal experience to Westminster. At present this has not been officially intimated, but if it proves to be the truth we can only say it will be a great loss to the district. His honour is, in the general opinion of the bar, one of the most impartial and courteous judges in the land, sound in his law, and though severe when necessary, never permits severity to pervert justice." While we cordially indorse the encomium passed upon Judge STONOR by our contemporary, we are able to state authoritatively that the rumour above referred to is entirely devoid of foundation in fact.

#### THE LATEST FLAW IN THE BILLS OF SALE ACTS.

In *Tuck v. Southern Counties Deposit Bank* (37 W. R. 769) the Court of Appeal insisted upon a very literal reading of section 5 of the Bills of Sale Act, 1882, thereby overriding section 10 of the Act of 1878, and producing a result as inconvenient in practice as it is certainly opposed to the intention of the Legislature. The case related to furniture which, in 1885, was assigned by deed of gift to the plaintiff absolutely by her husband. This deed was not registered as a bill of sale, and in 1888 the husband executed a bill of sale of the same furniture to the defendants as security for a loan. The second bill of sale was duly registered, and shortly afterwards the defendants seized the furniture. The plaintiff then brought the action to restrain them from dealing with it and to establish her own title.

At first sight the case seems to be governed by section 10 of the Bills of Sale Act, 1878, which provides that where "two or more bills of sale are given, comprising in whole or in part any of the same chattels, they shall have priority in the order of the date of their registration respectively as regards such chattels." Mr. Justice KAY, indeed, seems to have held that the deed of gift to the plaintiff, being absolute and not by way of security, was not a bill of sale, and did not require to be registered; consequently, the section did not apply, and he decided in favour of the plaintiff. His reasons for so holding do not appear, but the Court of Appeal were unanimous in considering that he was wrong, and as the Act of 1878 undoubtedly applies to bills of sale given absolutely as well as to those given by way of security, there does not seem to be room for any hesitation in the matter. The general principle, of course, is that the Act applies wherever there is a change of ownership not accompanied by a transfer of possession.

So far, then, the case was exactly such a one as the Legislature intended to provide for. The husband first assigned the furniture to his wife, retaining possession of it himself, and then, by reason of such possession, was enabled to borrow money on it by means of the bill of sale given to the defendants. At such fraud section 10 was directly aimed, and under it the second bill of sale was clearly entitled to priority. It was argued, indeed, that, although the Act generally applied to absolute bills of sale as well as those given by way of security, yet this section in particular could, from its terms, affect only the latter, the word "priority" being specially adapted to express the order of various securities. But though such is its usual meaning in this connection, there is no reason so to limit it, and a conditional bill of sale may be declared to rank prior to an absolute bill of sale just as much as to another conditional one. Upon this point too the Court of Appeal were unanimous.

Now, however, it becomes necessary to turn to the Act of 1882, the 5th section of which was held by CORRON and FRY, L.J.J., LOPES, L.J., dissenting, to change the whole aspect of the matter. After the provision of section 4, requiring a schedule containing an inventory of the chattels affected to be annexed to every bill of sale, section 5 goes on to enact that, "save as hereinafter mentioned, a bill of sale shall be void, except as against the grantor, in

respect of any personal chattels specifically described in the schedule thereto, of which the grantor was not the true owner at the time of the execution of the bill of sale." The marginal note to this is, "Bill of sale not to affect after-acquired property," and though it is well settled that this cannot be referred to for purposes of interpretation, yet it expresses the view which has been generally taken of the meaning of the section, and is almost certainly in accordance with the intention of the draftsman of the Act. It must be admitted at once that the words themselves, taken literally, do not bear this out. In the case in question the husband had, by the first deed, parted with all interest in the furniture, and, although he remained the apparent owner, he was no longer the *true owner*, and, except as against himself, the second bill of sale was void. The expression "true owner" is, of course, quite out of place, and commentators on the Act have found much difficulty in dealing with it. Mr. Ronson points out (Law of Bankruptcy, p. 567, note (b)) that in bankruptcy it has a technical meaning and is there opposed to the *apparent owner*. Thus it denotes "a person who has acquired by mortgage, purchase, or otherwise the beneficial interest in personal chattels as distinguished from the vendor, mortgagor, or grantor, who is allowed to retain possession of them, and is by means of such possession the reputed or apparent owner." The consequence in bankruptcy is that the true owner is punished for thus enabling the apparent owner to gain credit by his possession of the goods, and for the benefit of the creditor the apparent ownership is treated as the true ownership. This doctrine of the law of bankruptcy is perfectly well understood. It was originally introduced by statute, 21 Jac. 1, c. 19, s. 11, has been a frequent subject of judicial exposition, has been from time to time re-enacted, and was, by the Bankruptcy Act of 1883, considerably restricted in its operation. Unfortunately, the draftsman of the Bills of Sale Act, 1882, got hold of it, and not only used it in a totally new connection, but succeeded, as the sequel has shewn, in making it produce an effect directly the opposite of that which has made it valuable in its proper place. For here the apparent owner is allowed to raise money on the strength of his apparent ownership, and the creditor whom he thus defrauds is told by the court that the statute expressly provides for the case, and that he must suffer for being thus deluded by the apparent ownership. Meanwhile the true owner, happier here than in bankruptcy, has his title confirmed. But the case is even stronger than this. The doctrine of reputed ownership in bankruptcy has been adversely criticized on the ground that credit is not really given to people on the strength of the goods in their possession, but in respect of their general character and standing. Consequently, it is said, the doctrine takes away the property of the true owner for the benefit of creditors who have, in fact, never really relied upon it. But in the case of bills of sale no such reasoning applies, for the second bill of sale holder avowedly advances his money upon the security of the goods of which the debtor is the apparent owner. The result, therefore, is that in a case where the doctrine of reputed ownership is peculiarly proper to be applied in favour of creditors, the draftsman of the Act of 1882, by his awkward use of the term "true owner," has introduced it into bills of sale with a completely contrary effect, and has provided that the true owner shall go off scot free, while the creditor, whom he has assisted to defraud by creating an apparent ownership in the debtor, shall lose his money.

But though for the present this must be taken to be the correct interpretation of the Act, it may be worth while to consider whether there is any real ground for it, and the more so as Lord Justice Lopes was of a contrary opinion. The force of the words taken literally we have fully admitted, but at the same time they have to be construed, not as though they stood alone, but in connection with the rest of the section and the rest of the Act. Moreover, it is provided by section 3 that the Act of 1882 is to be construed, "so far as is consistent with the tenor thereof," as one with the Act of 1878, and this circumstance is not to be neglected when a section of the later Act appears, contrary to the whole policy of both Acts, to override a vital provision of the earlier one.

In the first place, then, it may be noted that the section distinctly contemplates that the grantor of the bill of sale either has or expects to have some interest in the property affected by it; otherwise the exception that the bill of sale shall not be void as

against him is robbed of its force. If the goods have never been his at all, or if they have been his and he has parted with the ownership of them, the bill of sale is in either case so much waste paper, and the provision that it shall be good against him is meaningless. But if the section is aimed at property which is not yet his, but may in course of time become so, the meaning of the exception is clear, and as soon as the future property is acquired the bill of sale comes, as against the grantor, into operation.

In the second place, the immediately following section (section 6) engrafts certain exceptions on section 5—viz., crops actually growing at the time when the bill of sale was executed, and fixtures, plant, or trade machinery substituted for those originally comprised in the bill. But all these are instances of after-acquired property, and they strengthen, therefore, the presumption, if it otherwise exists, that section 5 was meant to be restricted to this.

But a third reason for so restricting it is entitled to greater weight still—viz., the divergence which a literal interpretation produces between the section in question and section 10 of the Act of 1878. An explanation of this divergence exists in the fact that the later Act applies only to bills of sale given by way of security, and the effect which section 5 would have on absolute bills of sale may thus have been overlooked. But this is an additional reason for giving to section 5 any interpretation it can reasonably bear which will not interfere with the operation of the earlier Act on bills of sale of both kinds. As we have before said, section 10 of the Act of 1878 is most vital to the policy of the Act, providing, as it does, for registration and for the priority which is thereby gained. Section 5 of the Act of 1882, on the contrary, is concerned merely with a subsidiary matter, and this circumstance may well be taken into account in considering the effect to be given to it.

But the force of the argument lies in the union of all these considerations. On the one side we have the literal meaning of words strictly insisted upon—and that although the expression "true owner" is unusual in this connection, and in itself bears the marks of careless drafting; on the other side we have an indication in another part of the section that it was aimed only at after-acquired property, we have the indication furnished by the exceptions mentioned in section 6, and we have the circumstance that the limited interpretation will prevent a serious inroad upon a vital section of the Act of 1878, with which the Act of 1882 is directed to be construed. But on whichever side the sounder reasoning may lie, there is no doubt as to the actual effect of the decision of the majority of the Court of Appeal on bills of sale. In addition to their other risks, there is now the possibility that the grantor may, by a previous deed of gift, have parted with the ownership of the goods, and the subsequent bill of sale is then so much waste paper.

#### HOW TO PREPARE A DEBTOR'S STATEMENT OF AFFAIRS IN BANKRUPTCY.

##### PROPERTY.

LIST G. is the first, and in many non-trading cases the only, asset list to be filed. Section 168 of the Bankruptcy Act, 1883, interprets the word "property" as meaning and including "money, goods, things in action, land, and every description of property, whether real or personal, and whether situate in England or elsewhere; also obligations, easements, and every description of estate, interest, and profit, present or future, vested or contingent, arising out of or incident to property as above defined."

The official form suggests five headings under which property may be set out. These are:—

- (a) Stock-in-trade.
- (b) Machinery, trade fixtures, fittings, utensils, &c.
- (c) Farming stock, growing crops, and tenant right.
- (d) Household furniture and effects.
- (e) Other property.

The first four need no explanation, except that the values of the articles comprised under each heading should be carefully estimated in respect of their recent cost, or value in a going business, and what they would realize by auction, sale, or by private tender, as may be the custom of the trade under consideration. It sometimes happens that there are no assets of the kind suggested by these headings, or of any kind. In such cases the absence of assets should be explained. A

large "nil" sprawling over the whole of list G., or a succession of smaller "nils" is not sufficient. A statement to the effect that the debtor is not a trader would explain the absence of assets *a*, *b*, *c*, and that he lived in furnished apartments would account for the absence of household furniture. In the case of any recent seizure of stock or furniture under an execution or distress, the date and other particulars should be given.

"Other property" includes all miscellaneous assets. Every lease should be set out under this heading, whether mortgaged or free, even although it is of no value. If not an asset the official receiver may require to disclaim the lease, and its existence must be disclosed on list G.

Cash in hand or at bankers is not entered on list G., but on the front sheet only, and any sum so entered must be paid to the official receiver.

LIST "G."  
PROPERTY

Full Statement and Nature of Property.	Estimated cost.	Estimated to produce
	£ s. d.	£ s. d.
(a) Stock in Trade, at 1, England-lane ... ...	150 0 0	80 0 0
(b) Machinery, trade fixtures, fittings, utensils, &c., at 1, England-lane ... ...	80 0 0	49 0 0
(c) Farming stock, growing crops, and tenant right, at	Nil	Nil
(d) Household furniture and effects, at 1, England-lane, held as security under Bill of Sale, see List C.		
(e) OTHER PROPERTY—viz.:		
Lease of premises at 1, England-lane, 15 years to run at a rental of £120 yearly, from U. N. Iverse, The Castle, Windsor ... ...		No Value
Lease of house at 10, St. John's-road, Dalston, expiring March, 1889, see List D. ....		No Value
Two £10 Shares (fully paid up) in the Empire Building Society, 1, Lombard-street ...	20 0 0	20 0 0
Ten £5 Shares (£3 paid up) in the Concrete Mansions Co., 50, Victoria-street ...	30 0 0	25 0 0
Life Policy for £300 in Imperial Insurance Co., dated 4 June, 1887 ...	No present value	
My interest under an agreement dated 10 March, 1885, with Patrick O'Flynn, 1, High-street, Dublin, in certain coal mines at Tyrone, Ireland—present value uncertain, but expected to be very valuable in a few years ...	...	25 0 0
	280 0 0	190 0 0

Signature, JOHN BULL.

### BOOK DEBTS.

Where the debtor is not a trader list H. is usually not required. In making up a list of debts the important point to be observed is the proper classification and valuation of the various items. These are divided into good, doubtful, and bad, a separate money column being provided for each class. "Good debts" are those which will be paid on demand when due without trouble, expense, or deduction. Such debts are entered in the first money column. If the custom of the trade allows a discount for cash, a note should be made stating the terms (percentage and on accounts of one, two, or three months, as the case may be) of such discount, and any sum allowable in this way should be deducted as a whole from the total amount of good debts, thus shewing the net sum which they are estimated to produce, to be carried into the balance or front sheet of the statement of affairs.

All debts which from any cause are not likely to produce within a short time the full face value are "doubtful." For this class two money columns are provided. In one insert the nominal value as shewn in the debtor's books, and in the other (that entitled "Estimated to produce") carry such proportion of each debt as may be realized for division amongst the creditors in a month or two. Bad debts are those from which no return is expected. In this class the addresses of debtors are often imperfect or unknown. The last address should be given, but if it is known that the debtor has gone away this should be stated. In the column headed "particulars of any securities held for debt" mention may be made of any legal proceedings which have been taken or if a judgment has been obtained, in addition to the information thus asked for by the form.

The names should be arranged in alphabetical order, and numbered consecutively in the same way as the lists of unsecured creditors, the ledger page where particulars of such accounts are to be found being also entered in the column provided for that purpose. If any debtor to the estate is also a creditor, but for a less amount than his indebtedness, the gross amount due to the estate and the amount of the credit account should be shown in the residence and occupation column, and only the balance extended into the money columns. No claim thus treated should be included in list of creditors.

For the purposes of the deficiency account, the loss by bad debts is the difference between the total of the doubtful and bad debt columns and the total of the column shewing what these are estimated to produce—that is, the difference between the nominal value and the actual present value (as estimated) of the debts treated as doubtful or bad, as indicated on the following list H.—

Year.	Estimated to produce.	Particulars of any Security held for Debt.			County court judgement.	Gone away.
		1888	1888	1888		
		...	...	...	Nil.	
		30	0	0	Nil.	
		5	0	0	Nil.	
88						
		...	...	...		
1887						
		35	0	0		

Sht.	Bad.	Folio of Ledger or other books where particulars to be found.	When Con-	Month.
			Deer.	
	...		14	
	...		70	May-Aug.
	...		25	Feby.
30	7	5	3	1887—
45	3	0	2	June
75	10	5		
100	14	6		
176	4	11		
35	0	0		
141	4	11		

No.	Name of Debtor.	Residence and Occupation.	Amount of Debts		
			Good.	Doubtful.	Total.
1	Brown, John ...	12, Queen's-square, builder ...	***	15 4 0	***
2	Brian, Thomas	4, Romola-road	***	***	75 10 0
3	Cameron, Charles	10, Romola-road	***	***	25 4 6
4	Johnston, J. ...	3, Klugland-road, painter ...	***	***	***
5	Kearns, P. ...	(lately of) 75, George-street, baker...	***	***	***
					15 4 0 100 14 6
		Add doubtful debts	***	***	***
		Less present value...	***	***	***
		Less by bad debts...	***	***	***

Signature, JOHN BULL.

## CORRESPONDENCE.

## WEIGHTS AND MEASURES ACT, 1889.

[To the Editor of the *Solicitors' Journal*.]

Sir,—What is the meaning of section 32 of this Act? It runs as follows:—"Nothing in the enactments referred to in the fourth schedule to this Act shall render any baker or seller of bread, or the journeyman, servant, or other person employed by such baker or seller of bread, liable to any forfeiture or penalty for refusing to weigh, in the presence of the purchaser, any bread conveyed or carried out in any cart or other carriage, unless he is requested so to do by or on behalf of the purchaser."

Is it hypercriticism to suggest that there can be no refusal unless there is some previous request? The marginal note is "Explanation of law as to bakers": but does not the "explanation" need explaining? If there can be no refusal without an anterior request, what is the need of the section?

London, Sept. 17.

[See observations under head of "Current Topics."—ED. S. J.]

## CASES OF THE WEEK.

## Before the Vacation Judge.

*In re LAKE CITY MINING CO. (LIM.)*—Pollock, B., 11th September.

COMPANY—ARRANGEMENT—COMPANIES ACT, 1870 (33 &amp; 34 VICT. c. 104), s. 2—PARTIES.

In this case a question arose as to the necessity of the company being joined as co-petitioner with the liquidator in a petition to sanction a scheme of arrangement. The petition was presented by H. W. Kirby, the liquidator of the company, asking the sanction of the court to an arrangement. On the 22nd of August, 1889, the company entered into an agreement with the General Assets Purchase Co., whereby the General Assets Purchase Co. had a three months' option to purchase all the property of the Lake City Mining Co., and in consideration were to pay £100 a month and keep the mines free from water.

POLLOCK, B., made an order amending the petition by adding the company as co-petitioners, and sanctioned the arrangement in accordance with the prayer of the petition.—COUNSEL, Marten, Q.C., and R. Younger. SOLICITORS, Davidson & Morris.

*BARRETT AND STERS (LIM.) v. DAY*—Pollock, B., 11th September.

PATENT—THREATS OF LEGAL PROCEEDINGS—PATENTS, DESIGNS, AND TRADE-MARKS ACT, 1883 (46 &amp; 47 VICT. c. 57), s. 32.

In this case a question arose as to the convenience of granting an interlocutory injunction in a case where the defendant threatened legal proceedings with regard to a patent. Counsel for the plaintiff said that this was a motion to restrain the defendant from threatening legal proceedings with regard to a patent for improved bottles for aerated liquids. Counsel for the defendant relied on *Challender v. Royce* (36 Ch. D. 425).

POLLOCK, B., said that it was not a case for an interlocutory injunction, and dismissed the motion, the costs to be defendant's costs in any event.—COUNSEL, Thomas Terrell and C. E. Jenkins. SOLICITORS, Gard, Hall, & Rook; A. E. Sydney.

*ASHBY v. SAMUEL FRY & CO. (LIM.)*—Denman, J., 18th September.

COMPANY—DEBENTURE-HOLDER—RECEIVER—MOTION EX PARTE.

In this case a question arose as to whether a debenture-holder was entitled to the appointment of a receiver *ex parte*. The motion was made *ex parte* on behalf of the plaintiff, the holder of fourteen debentures of £25 each in the defendant company, asking that a receiver and manager might be appointed. The company was formed for the purpose of purchasing the business of a photographic dry plate manufacturer, and 160 debentures of £25 each were issued as a first charge on the property. One condition of the debentures was that the company should retain possession of the property until, among other things, the company should, by reason of its inability to meet its engagements, suspend payment. Counsel for the plaintiff said that this event had happened; also a meeting had been summoned for the 24th of September with a view to wind up the company.

DENMAN, J., said that he would not appoint a receiver and manager on motion *ex parte*. He gave leave to serve notice of motion for next Wednesday. COUNSEL, Herbert Brown. SOLICITOR, George Tilling.

*RE LOCK, LIMINTON v. SMYTH*—Denman, J., 18th September.

PRACTICE—VACATION JUDGE—MOTION TO DISCHARGE ORDER—JURISDICTION—R. S. C., LXIII, 12.

In this case the question arose as to the jurisdiction of one vacation judge to discharge an order made by another vacation judge. Ord. 63, r. 12, of the R. S. C., provides, "The vacation judges may sit either separately or together as a divisional court as occasion may require, and may hear and dispose of all causes, matters, and other business, to which ever division the same may be assigned. No order made by a vacation judge shall be reversed or varied except by a divisional court or the Court of Appeal, or the judge who made the order. Any other judge of the

High Court may sit in vacation for any vacation judge." This was a motion on behalf of William Doveton Smyth, a solicitor, asking that an order made on the 21st of August last by Pollock, B., might be discharged. The order gave leave to issue a writ of attachment against the defendant for disobedience to an order made by North, J., on the 24th of June. Counsel for the plaintiff took the preliminary objection that the defendant was not entitled to move until he had paid the costs of an abandoned motion: R. S. C., ord. 65, r. 23; Ann. Pr., p. 846. He said that on the 24th of August the defendant gave notice of motion to discharge the order of the 21st of August, and on the 28th of August, the defendant not appearing, Pollock, B., made an order that the defendant pay the costs of an abandoned motion. On the 7th of September both orders were drawn up, and on the 10th were passed and entered. On the 14th of September the defendant gave notice of the present motion. Counsel referred to *Belchamber v. Gians* (1 Madd. 550); Dan. Ch. Pr., 6th ed., vol. 2, pt. 1, p. 1560; *Re Youngs* (31 Ch. D. 239); *Re Neal* (31 Ch. D. 437).

DENMAN, J., referred to ord. 63, r. 12, of the R. S. C., and said that he had no jurisdiction; the motion, therefore, must be refused with costs.—COUNSEL, T. Jarvis; George White. SOLICITORS, Knapp; Smyth.

## LAW STUDENTS' JOURNAL.

## STUDENTS' CASES.

## EQUITY AND CONVEYANCING.

*SKEATS v. ALLEN* (*ante*, p. 674).—The donee of a power of appointing new trustees cannot, being in a fiduciary position, appoint himself.

*RE UNION PLATE GLASS CO.* (*ante*, p. 659).—A special resolution for the reduction of the capital of a company represented by the ordinary shares, which leaves the preference shares unreduced, will not be confirmed by the court.

*RE PRYTHRESH, PRYTHRESH v. WILLIAMS* (*ante*, p. 629).—A mortgagee who has himself personally taken possession, cannot go out of possession for the purpose of obtaining a receiver.

*RE WEALL, ANDREWS v. WEALL* (*ante*, p. 630).—Trustees, whose conduct in allowing certain costs to be improperly incurred and retained out of income rendered an action necessary, ordered to pay their own and plaintiff's costs of the action.

*WHITBY v. MITCHELL* (W. N. 146).—The rule for the creation of contingent remainders, that an estate cannot be given to the child of an unborn person, is a distinct rule, and not merely an application of the rule against perpetuities; it also applies to limitations by way of use.

*RE STEPHENS, WARBURTON v. STEPHENS* (*ante*, p. 575).—Merely sending in a claim by a creditor in response to the statutory advertisement under 22 & 23 Vict. c. 35, without more, will not prevent the Statute of Limitations from continuing to run.

*DINBONT & CIR. v. MCPHERSON & CO.* (24 L. J. N. C. 100).—Third-party notices may be served out of the jurisdiction under ord. 11, r. 1.

*RE MAINWARING, CRAWFORD v. ROYAL INFIRMARY* (*ante*, p. 674).—If a legacy is given to an executor for the trouble he may have in the execution of the will, and also as a mark of friendship and regard, he is entitled thereto although he renounces probate.

*GALMOYNE v. BROWN* (*ante*, p. 659).—If an action brought by a married woman as plaintiff is dismissed with costs, the order must specify that the costs are payable "out of her separate estate not subject to a restraint on anticipation, and not otherwise."

*REINHARDT v. MINTASTI* (*ante*, p. 660).—Plaintiff, whose wine in his cellar was injured by the heat of defendant's range in an adjoining hotel, obtained an injunction to restrain the nuisance.

## COMMON LAW AND BANKRUPTCY.

*JONAS v. DEACON* (*ante*, p. 675).—The wages of a servant are not suspended by his temporary illness.

*WALKER v. HOBBS* (37 L. J. 202).—In lettings falling under the Housing of the Working Classes Act, 1885, the effect of section 12, that there shall be an implied condition that the house is reasonably fit for human habitation, is not merely to give a defence to a claim for rent, but also a cause of action for breach of condition.

*HAGGIN v. THE COMPTOIR D'ESCOMpte DE PARIS* (*ante*, p. 558).—If a foreign corporation has a branch office in this country it can be sued and the writ served here without leave. But it is otherwise in the case of a foreign partnership firm (*Russell v. Cambefort*, *ante*, p. 590).

*WALKER v. WILSHER* (37 W. R. 723).—Letters written without prejudice are inadmissible to show that there is good cause for depriving a successful litigant of his costs.

*TANCRE v. DELAGOA BAY AND EAST AFRICAN RAILWAY CO.* (23 Q. B. D. 239).—A mortgage of debts due to the mortgagor made in the ordinary form, with a proviso for redemption and reconveyance, is an absolute assignment (not purporting to be *by way of charge only*) within section 25 of the Judicature Act, 1873, and the assignee can sue in his own name.

## PROBATE, DIVORCE, AND CRIMINAL LAW.

*LEA v. CHARRINGTON* (37 W. R. 736).—A justice, in issuing a search warrant, or warrant for arrest, under section 10 of the Criminal Law Amendment Act, 1885, is acting judicially, and the fact of the justice issuing such warrant under the section is an answer to an action for malicious prosecution brought against a person who had *bona fide* laid an information on which the justice granted the warrant.

*OVERY v. OVERY* (*ante*, p. 686).—On a wife obtaining a judicial separa-

tion on account of her husband's cruelty, the custody of all the children was given to her on proof that she was in the better worldly position of the two as tending to their welfare.

**LISTER v. LISTER** (24 L. J. N. C. 104).—On an application for maintenance after dissolution of marriage the *dum casta* clause should generally be omitted.

**FORD v. WILEY** (23 Q. B. D. 203).—Dishorning cattle is an offence under 12 & 13 Vict. c. 92, s. 2, as an infliction of unnecessary pain without adequate and reasonable object.

We are informed that the case of *Re Henry Pound, Son, & Hutchins (Limited)* (*ante*, p. 592), before Mr. Justice Kay (in which the question was whether, in a winding up, the court had jurisdiction to impose terms upon debenture-holders who applied for leave to take possession of the whole of the assets of the company under the special powers of their security) was subsequently appealed, and the decision of Mr. Justice Kay was reversed.

## LEGAL NEWS.

### OBITUARY.

Mr. ROBERT PRYOR, barrister, died at his residence, High Elms, Watford, on the 23rd ult., in his seventy-eighth year. Mr. Pryor was the second son of Mr. Thomas Marlborough Pryor, and was born in 1812. He was educated at Trinity College, Cambridge, where he graduated as fourth wrangler in 1831. He was called to the bar at Lincoln's-inn in Michaelmas Term, 1837, and he formerly practised in the Court of Chancery. He was a magistrate and deputy-lieutenant for Hertfordshire. He was elected chairman of quarter sessions for the Liberty of St. Albans in 1867, and in 1875, on the abolition of the Liberty jurisdiction, he was elected chairman of quarter sessions for the St. Albans division of the county. Mr. Pryor was for many years chairman of the Watford Board of Guardians. He was High Sheriff of Hertfordshire in 1868, and was consequently prevented from contesting the county in the Liberal interest at the General Election of that year. He was married in 1844 to the daughter of Mr. Wyrley Birch, of Wretham Hall, Norfolk. Mr. Pryor was held in the highest respect throughout Hertfordshire, and his death has occasioned universal regret.

### APPOINTMENTS.

Mr. JOHN SYMONDS UDAL, barrister, has been appointed Attorney-General of the Colony of Fiji. Mr. Udal is the second son of Mr. William Udal, of Edgbaston, Warwickshire, and was born in 1848. He was educated at Queen's College, Oxford. He was called to the bar at the Inner Temple in November, 1875, and he has practised on the Western Circuit.

Mr. WILLIAM JOHN STEWART, solicitor, of Darlington and Spennymoor, has been appointed Solicitor to the Darlington Model Building Society. Mr. Stewart was admitted a solicitor in 1880.

### GENERAL.

Lord Bramwell has been on a tour through Devonshire, and has been staying at Torquay and at Tavistock. Everyone will be glad to hear that he is looking well and hearty.

Sir William Charley, the Common Serjeant, has invited the official and practising members of the bar at the Central Criminal Court to meet the Lord Mayor Elect at dinner on Oct. 28.

The sessions which opened at the Old Bailey on Monday, says the *Daily Telegraph*, will probably occupy at least a fortnight, and will be another proof of the necessity which exists for a second Assistant-Judge at the Old Bailey, for jurors and witnesses will have to be in daily attendance until the last case is reached.

The *St. James's Gazette* says that, "If we are to believe the *Gaulois*, some of the junior members of the legal profession in Paris have hit upon a highly original mode of killing some portion of the time which the Long Vacation has left on their hands. They have placed their services at the disposition of the manager of the Ambigu for the trial scene in 'Roger le Honte,' and their offer has been gratefully accepted. Accordingly the wearers of the gown and *toque* who grace the assize court are not mere *figurants* but genuine 'gentlemen of the long robe' whom with a certain effort of the imagination the spectator might picture to himself as having actually held a brief in a real court of justice."

The Attorney-General has made the following award in reference to a question which had been submitted to him for his decision by members of the bar practising at the sessions for the county of London:—"I determine that the Courts of Quarter Sessions for the administrative county of London as created by the Local Government Act, 1888, shall be one sessions, and that barristers practising at the sessions in and for the county of London, whether sitting at Clerkenwell, Newington, or elsewhere in the said county, are to be at liberty to attend and practise at any of the said sessions for the said county without special fee or a junior."

At the County of London Sessions at Newington, on Wednesday, George Booker, builder, was indicted for obtaining by false pretence 5s. from Thomas Wilson, 5s. from Arnold Whittle Holt, £3 from Edward

Isaac Sydney, and £3 from Alfred Fitzgerald Cox. Mr. Elliott prosecuted, and prisoner was undefended. Mr. Elliott stated that the indictment shewed a series of frauds committed in each case upon solicitors. The prisoner's *modus operandi* had been almost identical in each case. He took lodgings in the vicinity of his victim, and, obtaining some knowledge of him, went prepared with some sort of recommendation, and then producing a long list of claims for moneys owing him by firms of long standing, instructed the solicitor to recover them, adding that he had lately come into a large sum of money from his mother, and wanted to settle a mortgage upon property at Wycombe, the deeds of which were held by Messrs. Cole & Hiley, of Portsea. He then placed his whole affairs in the solicitor's hands. One case would be the key to all, and therefore he need only further add that he went to Mr. Wilson, managing clerk to a firm of solicitors in the Camberwell-road, giving as reference a former client of theirs, and handed him a bundle of claims upon well-known firms, and mentioning, as usual, the mortgage and his mother's will, succeeded in borrowing 5s. for the ostensible purpose of going to Chertsey. In this way he had defrauded a large number of people of sums varying from 5s. to £10, and the whole of his statements had been shewn to be totally without foundation. Mr. Sydney, solicitor, of 417, Edgware-road, detailed the manner in which he had been defrauded. The prisoner mentioned the name of a Mr. Griffin, a publican, of considerable means, as recommending him, and placed in his hand claims for over £900. He walked lame, said he had a broken kneecap, and wanted £2 to send down to his sister, who was quite broken down nursing her mother, who had just died. The witness went to consult Mr. Griffin, who was out of town, but from what the servants said he was induced to believe that Mr. Griffin really was intimate with the accused, and lent him the money, but never saw him again. Mr. Fox, of Chancery-lane, proved a very clever fraud. The prisoner brought him the card of a Mr. Beard, a large publican in the West-end, as recommending him to a thoroughly good lawyer, and also produced Mr. Fox's own card, on which he had given Beard an order for wine. He gave him nine accounts to collect, representing £600, and £3 was advanced him to send to his sister. On application to Messrs. Dove for their account a letter was received stating that they did not owe Booker any money, and that this made seventy-three applications which they had received from solicitors, and expressing a hope that witness had not parted with any money. He found afterwards that Mr. Beard only knew the prisoner casually. The prisoner having been found guilty, Detective-sergeant O'Brien, of the W Division, stated that the number of the prisoner's victims was 125. The judge.—All lawyers, I believe? Witness.—Yes, my lord. The judge.—They are not generally held to be so credulous. The prisoner was then sentenced to eighteen months' imprisonment.

### WINDING UP NOTICES.

*London Gazette*.—FRIDAY, Sept. 13.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

A F NOEL & CO, LIMITED.—Creditors are required, on or before Oct 25, to send their names and addresses to H. E. Winter, 2, Talbot st, Gracechurch st PTITCHARD & CO, LIMITED.—By an order made by the Vacant Judge, dated Sept 4, it was ordered that the company be wound up Reed & Reed, Guildhall chmrs, agents for Boultong, Bridgwater

SCHMIDT DOUGLAS ELECTRIC CO, LIMITED.—Chitty, J., has, by an order dated Aug 23, appointed Edgar Musgrave, Bradford, to be official liquidator

THE BARBERTON SYNDICATE, LIMITED.—Creditors are required, on or before Oct 31, to send their names and addresses to Mr. Frederick William Lord, 62, Moorgate st, Hollams & Co, Mincing lane, solors for liquidators

THE CORUNA, SANTIAGO, AND PENINSULAR RAILWAY CO, LIMITED.—Creditors are required, on or before Oct 23, to send their names and addresses, and the particulars of their debts or claims, to Mr. John Livesey and Mr. Clarendon Golding Hyde, 2, Victoria mansions, Westminster Crowdy & Tarry, Serjeants' inn, Fleet st, solors for liquidators

THE NEWBOLD LIME AND CEMENT CO, WARWICKSHIRE, LIMITED.—Creditors are required, on or before Oct 24, to send their names and addresses, and the particulars of their debts or claims, to Arthur Roland Hopewell, 1, Albert st, Rugby Wratilaw, Rugby, solor

WOOD HOUSE PARK AND GARDENS, LIMITED.—Petition for winding up, presented Sept 12, directed to be heard before the Vacant Judge on Sept 25 Cooper & Bakes, Portman st, solors for petitioners

FRIENDLY SOCIETIES.

SUSPENDED FOR THREE MONTHS.

GOOD SAMARITAN TENT, I.O. Rechabites, Salford Unity Friendly Society, Rechabite Hall, Accrington, Sept 10

*London Gazette*.—TUESDAY, Sept. 17.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BALFOURS & CO, LIMITED.—Petition for winding up, presented Sept 13, directed to be heard before Kay, J., on Oct 26. Bridges & Co, Red Lion sq, solors for petitioners FELL & CO, LIMITED.—Petition for winding up, presented Sept 14, directed to be heard before North, J., on Saturday, Oct 29 Ingledew & Co, Fenchurch st, agents for Parrington, Middlesborough, solor for petitioners

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

LIVERPOOL, ISLE OF MAN, AND SOUTH OF SCOTLAND STEAM CARRYING CO, LIMITED.—The Vice-Chancellor has, by an order dated Aug 23, appointed Edmund Meadowcroft Owen, 15, Victoria st, Liverpool, to be official liquidator

FRIENDLY SOCIETIES DISSOLVED.

KINSON FRIENDLY SOCIETY, Dolphin Inn, Kinson, Dorset Sept 13

MARSH LANE FRIENDLY TONTINE SOCIETY, 178, Marsh lane, Bootle, Liverpool Sept 12

VIRGINIA FRIENDLY SOCIETY, 78, Old Hall st, Liverpool Sept 12

WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.—Before purchasing or renting a house have the sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, late 115, Victoria-st, Westminster (Estab. 1876), who also undertake the Ventilation of Offices, &c.—[ADVR.]

## BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Sept 13.

## RECEIVING ORDERS.

ABBOTT, JOHN GEORGE NELSON, Austinfriars, Stock-broker High Court Pet Aug 16 Ord Sept 9

BARKHAM, EDWARD, Birmingham, Tobaccoist Birmingham Pet Sept 11 Ord Sept 11

BEDDIES, JOHN, and MARY HENRY TEEBEY NOTT, Newmire, Lydney, Glos, Drapers Newport, Mon Pet Sept 11 Ord Sept 11

BELL, WILLIAM SPICER, East Retford, Notts, Licensed Victualler Lincoln Pet Sept 10 Ord Sept 10

BLAND, ARTHUR JAMES, Great Yarmouth, Smack-owner Great Yarmouth Pet Sept 10 Ord Sept 10

BOLTON, WALTER GEORGE, Norwich, Coal Merchant Norwich Pet Sept 9 Ord Sept 9

BOVEY, WILLIAM GROBE, Newgate st, Civil Service Clerk High Court Pet Aug 7 Ord Sept 9

BRAMHALL, JAMES, and JOSEPH BISSELL, Warrington, Builders Warrington Pet Sept 10 Ord Sept 10

BREARY, THOMAS, Bedford, Builder Bedford Pet Sept 9 Ord Sept 9

DANDO, ALFRED, Cannock, Staffs, Grocer Walsall Pet Sept 7 Ord Sept 7

DUFFEY, ALFRED, Newport, I.W., Fishmonger Newport Pet Sept 10 Ord Sept 10

FULLER, WILLIAM HENRY, Railway approach, London Bridge, Blind Manufacturer High Court Pet Sept 10 Ord Sept 11

GERRISH, WESLEY CHARLES, Bristol, Cabinet Manufacturer Bristol Pet Sept 10 Ord Sept 10

GREEN, WILLIAM JOSEPH, Terrace Hall, Gt Horkesley, Essex, Gent Colchester Pet July 20 Ord Sept 10

HAYCO, CHARLES, Walsall, Journeyman Currier Walsall Pet Sept 9 Ord Sept 9

HENSON, EMANUEL, Bristol, Cabinet Maker Bristol Pet Sept 10 Ord Sept 10

JACKSON, JOHN HENRY, Yeading, Yorks, Tailor's Cutter Leeds Pet Sept 10 Ord Sept 10

JONES, THOMAS DAVIES, Ebbw Vale, Mon, Grocer Tredegar Pet Sept 10 Ord Sept 10

JONES, WILLIAM, Penarth, Glam, Draper Cardiff Pet Sept 10 Ord Sept 10

LOFEAS, JACOB, High st, Whitechapel, Wholesale Clothier High Court Pet Sept 9 Ord Sept 9

LONGBOTTOM, BENJAMIN, late of Woolhouse, Leeds, Beerhouse Keeper Leeds Pet Sept 9 Ord Sept 10

LYNALL, WILLIAM, Edgbaston, Birmingham, Fruiterer Birmingham Pet Sept 10 Ord Sept 10

MAPFLEET, JOHN, formerly Longton, Staffs, Solicitor Stafford Pet Aug 23 Ord Sept 10

MCGREGOR and SMITH, Stapleton Hall yard, Stroud Green, Plumbers High Court Pet Aug 13 Ord Sept 11

NOON, ROBERT, Marston on Dov., Derbyshire, Farmer Burton on Trent Pet Aug 10 Ord Sept 7

ODGEN, JAMES, and THORNTON OGDEN, Bradford, Bakers Bradford Pet Sept 9 Ord Sept 9

POTTERTON, SAMUEL OLIVER, Leicester, Furniture Dealer Leicester Pet Sept 11 Ord Sept 11

RAMSDEN, ALFRED, Sandal Magna, Yorks, formerly Innkeeper Wakefield Pet Aug 29 Ord Sept 9

RILEY, WILLIAM, South Croxton, Leics, Licensed Victualler Leicester Pet Sept 9 Ord Sept 9

SETTON, NATHAN MENASHE, Manchester, Merchant Manchester Pet Aug 30 Ord Sept 11

SOLDIER, FRANK CASPAS, North Woolwich, Essex, Bootmaker High Court Pet Sept 9 Ord Sept 9

THORPE, JAMES, Mortimer rd, Kingsland, of no occupation High Court Pet Sept 11 Ord Sept 11

TOOLE, PETER, Bolton, Cab Proprietor Bolton Pet Sept 9 Ord Sept 9

VINE, WILLIAM JOHN, East Cowes, I.W., Grocer Newport and Ryde Pet Sept 10 Ord Sept 10

WILLIAMS, JAMES, Pontnewydd, Mon, Grocer Newport, Mon Pet Sept 9 Ord Sept 9

## FIRST MEETINGS.

BLACK, WALTER SHAW, Thornton Rust, Bedale, Yorks, Surgeon Sept 23 at 12 Courthouse, Northallerton

BLAND, ARTHUR JAMES, Gt Yarmouth, Smack-owner. Sept 24 at 10.15 L. Blake, South Quay, Great Yarmouth

BOLTON, WALTER GEORGE, Norwich, Coal Merchant Sept 21 at 12 Off Rec, 8, King st, Norwich

BROWN, FREDERICK, Windsor, Jobmaster Sept 21 at 12 White Hart Hotel, Windsor

COLWELL, EDWIN, Hereford, Bookseller Sept 27 at 10 2, Off st, Hereford

COOK, GEORGE, Leeds, Butcher Sept 20 at 11 Off Rec, 22, Park Row, Leeds

COFCUTT, CHARLES, Aylesbury, Butcher Sept 25 at 11 25, Walton st, Aylesbury

DAVIES, EVAN LLOYD, Ferndale, Glam, Grocer Sept 23 at 12 Off Rec, Merthyr Tydfil

DE MAUROVICH, GIUSEPPE, King's Lynn, Superintendent of Grain Cargoes Sept 21 at 12.30 Off Rec, 8, King st, Norwich

DUFFEY, ALFRED, Newport, I.W., Fishmonger Sept 30 at 11 Holyrood chbrs, Newport

GODWIN, FREDERICK WICKHAM, Werter rd, Putney, Auctioneer's Clerk Sept 23 at 3 119, Victoria st, Westminster

GOULDER, WILLIAM, Gt Yarmouth, Baker Sept 21 at 11.30 Off Rec, 8, King st, Norwich

HALLAMORE, E., Bryantwood rd, Drayton pk, Finan-

cial Agent Sept 26 at 11 33, Carey st, Lincoln's Inn fields

HILLBROOK, JAMES, jun, Kirkland, Kendal, Labourer Sept 24 at 11 37, Stramongate, Kendal

JACKSON, SAMUEL, Bury, Corn Miller Sept 20 at 11.30 16, Wood st, Bolton

JAMESON, JOSIAH, and MARY ANN JAMESON, Hounds-ditch, Wholesale Cutlers Sept 26 at 12 Bankruptcy bldgs, Portugal st, Lincoln's Inn fields

JELLIFFE, JAMES, Worthing, Sussex, Basket Maker Sept 20 at 12 Off Rec, 4, Pavilion bldgs, Brighton

MC EWEN, THOMAS GEORGE, Stratford, Essex, Manager to Carmen Sept 25 at 11 33, Carey st, Lincoln's Inn fields

MUNRO, JOHN, Portland rd, Finsbury pk, Commercial Traveller Sept 25 at 11 33, Carey st, Lincoln's Inn fields

NOON, ROBERT, Marston on Dove, Derbyshire, Farmer Sept 20 at 3 Off Rec, St James's chbrs, Derby

NORTHCOTT, JOHN EDWARD, Manchester, Insurance Agent Sept 20 at 3 Off Rec, Ogden's chbrs, Bridge st, Manchester

OGDEN, JAMES, and THORNTON OGDEN, Bradford, Bakers Sept 26 at 11 Off Rec, 31, Manor row, Bradford

OLDRIDGE, JOHN, Goole, Yorks, Stevedore Sept 20 at 2 Off Rec, Bond terr, Wakefield

OWEN, ROBERT, LLOYD, Cheetham, Manchester, Commercial Traveller Sept 24 at 11.30 Off Rec, Ogden's chbrs, Bridge st, Manchester

RAMSDEN, ALFRED, Sandal Magna, Yorks, formerly Innkeeper Sept 20 at 11 Off Rec, Bond terr, Wakefield

SAVAGE, ROBERT MATTHEW, Bagshot, Surrey, Grocer Sept 20 at 11 16 Room, 30 and 31, St Swithin's lane

SETTON, NATHAN MENASHE, Manchester, Merchant Sept 20 at 11 Off Rec, Ogden's chbrs, Bridge st, Manchester

SHUTT, THOMAS, Accrington, late Slave Merchant Oct 8 at 1.30 County Court House, Blackburn

TOOLE, PETER, Bolton, Cab Proprietor Sept 21 at 11 16, Wood st, Bolton

VINE, WILLIAM JOHN, East Cowes, I.W., Grocer Sept 20 at 2 Holyrood chbrs, Newport, I.W.

WEBB, HENRY, Quenington, Glos, Innkeeper Sept 21 at 11.30 Off Rec, 32, High st, Swindon

WHITEBROOK, GEORGE, Brownhill, Staffs, Grocer Sept 26 at 11.15 Off Rec, Walsall

## ADJUDICATIONS.

ABBOTT, JOHN GEORGE NELSON, Austinfriars, Stock-broker High Court Pet Aug 16 Ord Sept 9

ALLEN, WILLIAM ABRAHAM, Devonport, Bootmaker East Stonehouse Pet Aug 29 Ord Sept 10

ARNOTT, MONKMAN, Scarborough, Joiner Scarborough Pet Aug 23 Ord Sept 10

BELL, WILLIAM SPICER, East Retford, Notts, Licensed Victualler Lincoln Pet Sept 10 Ord Sept 10

BLACK, WALTER SHAW, Thornton Rust, Bedale, Yorks, Surgeon Northallerton Pet Aug 3 Ord Sept 9

BLAND, ARTHUR JAMES, Gt Yarmouth, Smack-owner Gt Yarmouth Pet Sept 10 Ord Sept 10

BOLTON, WALTER GEORGE, Norwich, Coal Merchant Norwich Pet Sept 9 Ord Sept 9

BRAMHALL, JAMES, and JOSEPH BISSELL, Warrington, Builders Warrington Pet Sept 10 Ord Sept 10

BREARY, THOMAS, Bedford, Builder Bedford Pet Sept 9 Ord Sept 9

BROUGHTON, JAMES DAVID, Maida Vale, Cheesemonger High Court Pet Sept 5 Ord Sept 10

CHANDLER, EDWARD ELGAR, Upper Deal, Kent, Farmer Canterbury Pet Aug 28 Ord Sept 9

COLWELL, EDWARD, Hereford, Bookseller Hereford Pet Aug 13 Ord Sept 10

DANDO, ALFRED, Cannock, Staffs, Grocer Walsall Pet Sept 6 Ord Sept 7

DAVIES, ARTHUR WELLINGTON, Watford, Herts, Butcher's Foreman St Albans Pet Sept 6 Ord Sept 10

EMBLING, WILLIAM, Silverdale, Staffs, Fruit Merchant Hanley, Burslem, and Tunstall Pet Sept 2 Ord Sept 7

FEATHER, FREDERICK, Avenue rd, North Finchley, Builder Barnet Pet Aug 14 Ord Sept 11

HALLAMORE, E., Bryantwood rd, Drayton, Staffs, Financial Agent High Court Pet Aug 14 Ord Sept 10

HARDY, GEORGE, Ashton under Lyne, Coal Merchant Ashton under Lyne Pet Sept 5 Ord Sept 9

HAYWARD, JOHN, Kentish town rd, Grocer High Court Pet Aug 17 Ord Sept 11

HEINTZ, FREDERICK WILLIAM, London, Wall, Merchant High Court Pet July 5 Ord Sept 11

HENSON, EMANUEL, Bristol, Cabinet Maker Bristol Pet Sept 10 Ord Sept 11

HILT, ALBERT, and RALPH OPPENHEIM, late Old Kent rd, Timber Merchants High Court Pet July 19 Ord Sept 10

JACKSON, JOHN HENRY, Yeading, Yorks, Tailor's Cutter Leeds Pet Sept 10 Ord Sept 10

JONES, THOMAS DAVIES, Ebbw Vale, Mon, Grocer Tredegar Pet Sept 9 Ord Sept 10

JONES, WILLIAM, Penarth, Glam, Draper Cardiff Pet Sept 10 Ord Sept 10

LAWRENCE, EDWIN, Leicester, Joiner Leicester Pet Aug 27 Ord Sept 11

LONGBOTTOM, BENJAMIN, late Woodhouse, Leeds, Beerhouse Keeper Leeds Pet Sept 9 Ord Sept 10

LYNALL, WILLIAM, Edgbaston, Birmingham, Fruiterer Birmingham Pet Sept 10 Ord Sept 11

MANWARING, THOMAS, Euston sq, Forage Contractor High Court Pet Sept 7 Ord Sept 10

MAY, GEORGE THOMAS, Tunstall, Staffs, Surgeon Tunstall Pet July 27 Ord Sept 10

OGDEN, JAMES, and THORNTON OGDEN, Bradford, Bakers Bradford Pet Sept 9 Ord Sept 9

PENDETON, JAMES, Liverpool, Ironfounder Liverpool Pet Aug 23 Ord Sept 10

RAMSDEN, ALFRED, Sandal Magna, Yorks, formerly Innkeeper Wakefield Pet Aug 28 Ord Sept 11

RANDALL, WILLIAM FREDERICK, Gt Northern Goods Station, Farnington rd, Lime Merchant High Court Pet Sept 3 Ord Sept 10

SOLDIER, FRANK CASPAS, North Woolwich, Bootmaker High Court Pet Sept 9 Ord Sept 9

SPENCE, SARAH ANN, Ripon, Yorks, Milliner Northallerton Pet Aug 2 Ord Sept 9

STIDDER, JAMES GEORGE, ALGERNON HENRY DAVIS, and HENRY OSWALD DAVIS, Grange rd, Bromley, Engineers High Court Pet May 28 Ord Sept 9

THORPE, JAMES, Mortimer rd, Kingley, of no occupation High Court Pet Sept 11 Ord Sept 11

TOOLE, PETER, Bolton, Cab Proprietor Bolton Pet Sept 9 Ord Sept 10

WARD, SMITH, Darlington, Durham, Innkeeper Stockton on Tees and Middlesbrough Pet Sept 4 Ord Sept 9

WIGGORY, WILLIAM, jun, Bishopston, Glos, Letter Carrier Bristol Pet Sept 3 Ord Sept 9

WILLIAMS, JAMES, Pontnewydd, Mon, Grocer Newport, Mon Pet Sept 9 Ord Sept 9

London Gazette—TUESDAY, Sept. 17.

## RECEIVING ORDERS.

ASHFORD, WILLIAM, Gt Grimsby, Smack-owner Gt Grimsby Pet Sept 3 Ord Sept 13

BALDWIN, JOHN, Longhope, Glos, Wood Turner Gloucester Pet Sept 13 Ord Sept 13

BOYLE, EBEN BIRCH, Cheltenham, Baker Cheltenham Pet Sept 14 Ord Sept 14

BROWNING, WILLIAM, New Clees, Lincs, Skipper Gt Grimsby Pet Sept 12 Ord Sept 12

CHINERY, ROBERT, Ipswich, late Farmer Ipswich Pet Sept 13 Ord Sept 13

COATE, JOHN THOMAS, Southwark pk rd, Corn Salesman High Court Pet Sept 13 Ord Sept 13

DENT, SARAH, Honiton, Devon, Grocer Exeter Pet Sept 11 Ord Sept 11

FORD, JOHN, and WILLIAM KIRBAGE, late Ashbrooke rd, Upper Holloway, Builders High Court Pet Sept 13 Ord Sept 13

GRAHAM, IRELAND WILLIAM HEWES, Elmswell, Suffolk, Farmer Bury St Edmunds Pet Sept 14 Ord Sept 14

HANDAKER, JOSEPH, Great Grimsby, Grocer Great Grimsby Pet Sept 11 Ord Sept 11

HARDING, WILLIAM DAVID, Royal London Yacht Club, Saville row, Auctioneer High Court Pet Aug 12 Ord Sept 13

HAYNES, JOHN FRANKLIN, Weston on the Green, Oxon, Farm Ballif Oxford Pet Sept 14 Ord Sept 14

MACHIN, JOHN THOMAS, Fenton, Staffs, Beerseller Stoke upon Trent Pet Sept 11 Ord Sept 11

MELLER, CHARLES FREDERICK, Birkenhead, formerly Club Secretary Birkenhead Pet Sept 11 Ord Sept 11

MUNFIELD, WILLIAM, New Brighton, Cheshire, Provision Dealer Birkenhead Pet Aug 27 Ord Sept 13

PETERS, JOHN, Lewes, Sussex, Journeyman Mineral Water Manufacturer Lewes Pet Sept 13 Ord Sept 13

PHILPOTT, CHARLES, Wolverhampton, Shoe Manufacturer Wolverhampton Pet Sept 11 Ord Sept 12

PLEWS, AGNES, Sheffield, Hosier Sheffield Pet Sept 11 Ord Sept 11

PLUMMER, JOHN STEPHEN, Pope's rd, Brixton, Sign Writer High Court Pet Sept 13 Ord Sept 13

POINTER, ROBERT, Reading, Builder Reading Pet Sept 12 Ord Sept 12

RICHARDS, WILLIAM HENSHAW, Wrexham, Denbighshire, Tailor Wrexham Pet Sept 13 Ord Sept 13

SMITH, GEORGE TUXFORD, Boston, Lincs, Watchmaker Boston Pet Sept 14 Ord Sept 14

SMITH, JOHN, Leeds, Butcher Leeds Pet Sept 13 Ord Sept 13

SMITHS, JOHN THOMAS, Peterborough, General Dealer Peterborough Pet Sept 14 Ord Sept 14

SNADDON, WALTER, Saltford, Travelling Draper Saltford Pet Aug 27 Ord Sept 13

STONE, WALTER SAMUEL, and FREDERICK GEORGE SCULL, Bristol, Travelling Drapers Bristol Pet Sept 14 Ord Sept 14

THORNTON, WALTER, Wyke, Bradford, Operative Mule Spinner Bradford Pet Sept 11 Ord Sept 11

TREACHER, JOHN CARTER, St. Ives, Cornwall, Blacksmith Truro Pet Sept 12 Ord Sept 12

WASHINGTON, GEORGE ASHBURNER, Pontefract, Schoolmaster Wakefield Pet Sept 12 Ord Sept 12

WHITE, ARTHUR EDWARD, Lincoln, Draper Lincoln Pet Sept 14 Ord Sept 14

WHITEING, RICHARD, Brighton, Firewood Dealer Brighton Pet Sept 12 Ord Sept 12

YARBOROUGH, MATTHEW, Cambridge, Builder Cambridge Pet Sept 12 Ord Sept 12

The following amended notice is substituted for that published in the London Gazette of Aug. 30.

WILLIAMS, ARTHUR WELLSLEY, Eaton rise, Ealing, Retired Major Brentford Pet July 4 Ord Aug 13

The following amended notice is substituted for that published in the London Gazette of Aug. 30.

KING, GEORGE HENRY, Farmborough, Southampton, Journeyman Plumber Guildford and Godalming Pet Aug 27 Ord Aug 27

## FIRST MEETINGS.

BALDWIN, JOHN, Longhope, Glos, Wood Turner Sept 24 at 4.30 Yew Tree Inn, Longhope  
 BARKER, WILLIAM, Guisborough, Yorks, Butcher Oct 1 at 11 Off Rec, 8, Albert rd, Middlesbrough  
 BROWN, GEORGE, Kennington Park rd, Lambeth, late Baker Sept 27 at 11 33, Carey st, Lincoln's Inn fields  
 BROWNING, WILLIAM, New Cle, Lincs, Skipper Sept 25 at 11 Off Rec, 3, Haven street, Great Grimsby  
 BULMER, JAMES CONNELL, Southbank, Yorks, Surveyor Oct 1 at 11 Off Rec, 8, Albert rd, Middlesbrough  
 BURTON, WILLIAM, Bucklersbury, Physician Oct 15 at 11 33, Carey st, Lincoln's Inn fields  
 CUNNINGHAM, ROBERT SIBBES, and CYRIL ROBERT CUNNINGHAM, Cannon st, Metal Merchants Oct 1 at 12.30 Bankruptcy bldgs, Portugal st, Lincoln's Inn fields  
 DAVIES, ARTHUR WELLINGTON, Watford, Herts, Butcher's Foreman Sept 27 at 11 George Annesley, Solicitor, St Albans  
 DE MOUNCIE, AMEDEE THORNTON, Baron, Rawlings st, Chelsea Oct 1 at 12 Bankruptcy bldgs, Lincoln's Inn  
 DENT, SARAH, Honiton, Devon, Grocer Sept 25 at 12 Off Rec, 13, Bedford circus, Exeter  
 DE TORRES, WILLIAM, Cardiff, Tailor Sept 24 at 11 Off Rec, 29, Queen st, Cardiff  
 DODSON, CHARLES WILLIAM, Leeds, Hotel Keeper Sept 25 at 11 Off Rec, 22, Park row, Leeds  
 ELMORE, RICHARD, Cambridge gdns, Notting hill, Artist Oct 1 at 11 Bankruptcy bldgs, Lincoln's Inn  
 FEATHER, FREDERICK, Avenue rd, North Finchley, Builder Sept 24 at 11 No 16 Room, 30 and 31, St Swithin's lane  
 GAZE, ALBERT THOMAS, Roath, Cardiff, Dairy Manager Sept 27 at 11 Off Rec, 29, Queen st, Cardiff  
 HARDY, GEORGE, Ashton under Lyne, Coal Merchant Sept 24 at 12 Off Rec, Ogdens' chbrs, Bridge st, Manchester  
 JONES, OWEN, Fowl Gwns, Pistyll, Carnarvonshire, Butcher Oct 10 at 12 Sportsman Hotel, Portmadrone  
 JONES, WILLIAM, Cardiff, Weigher Sept 24 at 3 Off Rec, 29, Queen st, Cardiff  
 LEWIS, SAMUEL, Kentish town rd, Pianoforte Frame Manufacturers Sept 27 at 12 Bankruptcy bldgs, Lincoln's Inn  
 LICHTWITZ, LUDWIG, The Metropolitan Zinc Works, Westbourne park, Zinc Worker Sept 27 at 11 Bankruptcy bldgs, Lincoln's Inn  
 MACHIN, JOHN THOMAS, Park rd, Fenton, Staffs, Beerseller Sept 25 at 11 Off Rec, Newcastle under Lyne  
 McDONAGH, JAMES SAMUEL, Clement's inn, Strand, M.D. Oct 2 at 11 33, Carey st, Lincoln's Inn  
 MORLIE, CHARLES FREDERICK, Birkenhead, formerly Club Secretary, Sept 25 at 2 Off Rec, 35, Victoria st, Liverpool  
 MOUNFIELD, WILLIAM, New Brighton, Cheshire, Provision Dealer Sept 25 at 3 Off Rec, 35, Victoria st, Liverpool  
 PENTONY, HENRY, Hamsell st, Tie Manufacturer Oct 1 at 11 Bankruptcy bldgs, Lincoln's Inn  
 POTTERTON, SAMUEL OLIVER, Leicester, Furniture Dealer Sept 25 at 12.30 Off Rec, 28, Friar lane, Leicester  
 POVALL, JOHN, Padewood, Flint, Farmer Sept 25 at 11 30 Bankruptcy Office, Crypt chbrs, Chester  
 PRESTON, ALFRED PRINCE, late of Middleborough, Chemist Oct 1 at 11 Off Rec, 8, Albert rd, Middleborough  
 RAMSDEN, JOHN, Leeds, Worsted Coating Manufacturer Sept 25 at 12 Off Rec, 22, Park row, Leeds  
 RILEY, WILLIAM, South Croxton, Leicestershire, Licensed Victualler Sept 25 at 3 Off Rec, 28, Friar lane, Leicester  
 RODINSON, JAMES, Dunstable, Beds, Builder Sept 26 at 11 Off Rec, Park st West, Luton  
 SOWERBY, WILLIAM INGOLDSBY, Cleethorpes, Lincs, Grocer Sept 24 at 11 Off Rec, Trinity House lane, Hull  
 STADDON, FREDERICK, Charles st, Hatton gdn, Licensed Victualler's Manager Sept 25 at 12 33, Carey st, Lincoln's Inn  
 TABOURDIN, EDWARD, Hollies st, Solicitor Oct 9 at 11 Bankruptcy bldgs, Lincoln's Inn  
 THORNTON, WALTER, Wyke, Bradford, Operative Mule Spinner Sept 25 at 11 Off Rec, 81, Manor row, Bradford  
 TROXON, JOHN CARTER, St Ives, Cornwall, Blacksmith Sept 24 at 12.30 Off Rec, Boscombe st, Truro  
 WARD, SMITH, Darlington, Durham, Innkeeper Oct 1 at 11 Off Rec, 8, Albert rd, Middlesbrough  
 WASHINGTON, GEORGE ASHURNER, Pontefract, Schoolmaster Sept 24 at 11 Off Rec, Bond terr, Wakefield  
 WHITING, RICHARD, Brighton, Firewood Dealer Sept 25 at 12 Off Rec, 4, Pavilion bridge, Brighton  
 WHITFIELD, HENRY WEBB, Birmingham, late Estate Agent Sept 26 at 11 25, Colmore row, Birmingham  
 WILLIAMS, EVAN, Denbigh, Bookseller Sept 25 at 2.30 Bankruptcy Office, Crypt chbrs, Chester  
 YARROW, MATTHEW, Cambridge, Builder Oct 2 at 12 Off Rec, 5, Petty Cury, Cambridge

## ADJUDICATIONS.

BALDWIN, JOHN, Longhope, Glos, Wood Turner Gloucester Pet Sept 15 Ord Sept 14  
 BOLDING, WILLIAM FREDERICK, Sidley, Bexhill on Sea, Sussex, Farmer Hastings Pet Aug 23 Ord Sept 13

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

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Where difficulty is experienced in procuring the Journal with regularity in the Country, it is requested that application be made direct to the Publisher.

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